

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20238301

Oct 05 2023

Amount Paid \$5205.00

Skagit County Treasurer

By Lena Thompson Deputy

When recorded return to:

Richard Bigbie
PO Box 16
Sedro-Woolley, WA 98284

STATUTORY WARRANTY DEED

Guardian NW Title 23-19164-TB

THE GRANTOR(S) Eric Mikota, an unmarried man, and Cecelia Mikota, an unmarried woman, 3101 Washington Street, Bellevue, NE 68005,

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to Richard Bigbie, an unmarried person

the following described real estate, situated in the County Skagit, State of Washington:

Lots 30 and 31, Block "D", "CAPE HORN ON THE SKAGIT", as per plat recorded in Volume 8 of Plats, Pages 92 to 97, inclusive, records of Skagit County, Washington.

**Abbreviated legal description: Property 1:
Lots 30 & 31, Block D, CAPE HORN ON THE SKAGIT**

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "A" attached hereto

Tax Parcel Number(s): P62994/3868-004-031-0000

Statutory Warranty Deed
LPB 10-05

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Dated: 22-Sept-2023

Eric Mikota
Eric Mikota

Cecelia Mikota
Cecelia Mikota

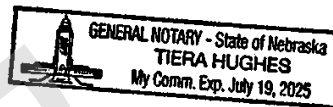
Nebraska TH
STATE OF WASHINGTON
COUNTY OF ~~SKAGIT~~ Douglas

This record was acknowledged before me on 22 day of September, 2023 by Eric Mikota and Cecelia Mikota. TH

Tiera Hughes
Signature

Notary
Title

My commission expires: 7-19-2025



Dated: September 25, 2023

Eric Mikota

Cecelia Mikota
Cecelia Mikota

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on 25th day of September, 2023 by ~~Eric Mikota and~~ Cecelia Mikota.

Scottia J Bentley
Signature

Notary
Title

My commission expires: 05/10/24



Statutory Warranty Deed
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EXHIBIT A

23-19164-TB

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

3. (A) Unpatented mining claims.

(B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof.

(C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B), or (C) are shown by the public records.

(D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.

4. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

5. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

(Said Exception will not be included on Extended Coverage Policies)

6. Easements, claims of easement or encumbrances which are not shown by the public records.

(Said Exception will not be included on Extended Coverage Policies)

7. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

(Said Exception will not be included on Extended Coverage Policies)

8. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records. (Said Exception will not be included on Extended Coverage Policies)

9. Terms and conditions of Articles of Incorporation and Bylaws of Cape Horn Maintenance Company, including restrictions, regulations and conditions for dues and assessments, as established and levied pursuant thereto, including, but not limited to those as set forth under Auditor's File No. 200611200088, recorded November 20, 2006.

An amendment to Bylaws was recorded as Auditor's File No. 200301160063.

10. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Plat of Cape Horn on the Skagit recorded July 13, 1965 as Auditor's File No. 668870.

11. Protective covenants, easements and/or assessments, but omitting restrictions, if any, based on race, color, religion or national origin, recorded July 13, 1965 as Auditor's File No. 668869.

12. Easement affecting a portion of subject property for utility lines and related facilities and provisions therein, granted to Puget Sound Energy and/or its predecessors, recorded August 17, 1965, as Auditor's File No. 670429.

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13. Protective covenants, easements and/or assessments, but omitting restrictions, if any, based on race, color, religion or national origin, recorded December 14, 1976 as Auditor's File No. 847451.

14. Declaration of Covenant recorded June 21, 1993 under Auditor's File No. 9306210022 regarding Well and Waterworks located on the "Community Park" area.

15. Restrictions on lots in this plat imposed by various instruments of record which reads as follows:

"Grantees covenant and agree that the above described real estate shall be subject to the charges and assessments as provided for in and for the purposes set forth in the articles of incorporation and the by-laws of the Cape Horn Maintenance Co., a nonprofit, non-stock Washington corporation and that said corporation shall have a valid first lien against the above described real estate for said charges and assessments; and, in addition to the remedies set forth in said articles of incorporation and by-laws, that if said charges and assessments levied by said corporation shall not be paid within (4) months after they shall become due and payable, then said corporation may proceed by appropriate action to foreclose its lien together with such sum as the court may adjudge reasonable attorney fees in such action. The grantee hereby acknowledges receipt of copies of said articles of incorporation and by-laws of the Cape Horn Maintenance Co. This provision is a covenant running with the land and is binding on the grantees, their heirs, successors and assigns.

Subject To:

(a) Restrictions, reservations, agreements and easements of record and as shown on the face of said recorded plat.

(b) Use of said property for residential purposes only.

(c) Questions that may arise due to shifting of Skagit River."

16. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Skagit River, or its banks, or which may result from such change in the future.

17. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

18. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Skagit River.

End of Exhibit A